



This form is used by a landlord to notify a tenant of a rent increase. A landlord must give the tenant six months notice. See the reverse side of this form for further information, and for the location and the telephone number of the Administrator.

(PLEASE PRINT CLEARLY AND LEGIBLY)

A. To the Tenant:

Full Name:	Home Phone:	Bus. Phone:
Rental Address: (suite, number, street, city, B.C., postal code)		

B. From the Landlord:

Full Name:	Home Phone:	Bus. Phone:
Address: (suite, number, street, city, B.C., postal code)		

C. Notice of Rent Increase:

1. Date of Last Rent Increase: (Landlord to complete 'a' or 'b')

a) The date of your last rent increase was:

b) If there has been nor previous rent increase during your tenancy, the date your existing rent was established was:

c) When do you pay your rent? Monthly Weekly 2X/month Other _____

2. Amount of Rent Increase:

The current rent is:

The rent increase is:

Your new rent will be:

3. Your new rent is payable starting

4. Reasons for Rent Increase: (Please check the applicable box(es) and give details)

Increase in operating costs (give details) _____

Capital expenditures (give details) _____

Other reasons (give details) _____

D. Signature: (Landlord)

The foregoing information is true and correct.		
Print landlord name:	Signature of landlord:	Date:

Information for Landlords and Tenants

Giving a Notice of Rent Increase

- A landlord may increase the rent only once a year, either 12 months after the tenant moved in or 12 months since the last increase became effective.
- This notice must be received by the tenant at least 6 full months before the increase is to take effect.
- It is an offence for a landlord or a landlord's agent to issue a notice of rent increase in any other way.
- The notice may only be given personally to the tenant or by registered mail. A notice sent by registered mail is deemed to be received on the 5th day after it was mailed or the date it was signed for by a person accepting it. For example: a rent increase given personally to a tenant on or before January 31st could come into effect August 1st; a rent increase given by registered mail should be mailed on or before January 26th for the increase to come into effect on August 1st.
- For further information on giving a notice of rent increase, see Part 2 of the "law", or telephone the Administrator at the numbers set out below.

Disputing a Notice of Rent Increase:

- If the tenant believes the increase to be unjustified, the tenant has 30 days from the day of receiving the notice to apply to the Administrator for arbitration.
- The Administrator may provide information, and may attempt to help both parties to resolve their dispute before arbitration.
- In cases where the parties are not able to resolve the dispute and the tenant has applied for arbitration, an arbitration hearing may be scheduled.
- At least seven days before the scheduled arbitration date, the landlord must provide the tenant with a 'Statement of Rent Increase Information' form (available from the Administrator) containing the following information:
 - the premises income
 - the premises change in operating expenses
 - the premises change in annual and periodic operating expenses
 - the capital expenditures pertaining to the premises and to the tenant's unit
- The landlord must provide the Arbitrator with a copy of the Statement of Rent Increase Information at the arbitration hearing.
- There is a \$100.00 fee for filing for arbitration; however, all or part of it may be awarded to either of the parties if an arbitrator so rules.
- The arbitrator's decision is legally binding, although subject to review in accordance with the Law.

For more information contact the Administrator at:

Westbank First Nation
#301 – 515 Highway 97 S.
Kelowna, BC V1Z 3J2
Phone: (250) 769-4999
Fax: (250) 769-4377